

INTERAGENCY DISCLOSURE DRIVER AND PLATE SEARCH (DAPS)
DATA SHARING AGREEMENT
BETWEEN

THE STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND

DEPARTMENT OF HOMELAND SECURITY, US IMMIGRATION & CUSTOMS ENFORCEMENT,
HOMELAND SECURITY INVESTIGATION

This Agreement is made and entered into between the Department of Licensing, hereinafter referred to as DOL, and the Department of Homeland Security, US Immigration & Customs Enforcement, Homeland Security Investigation. Upon execution, this Agreement cancels and supersedes DOL Contract No. K2218.

Department of Homeland Security
US Immigration & Customs Enforcement
Homeland Security Investigation
1000 2nd Ave, Ste 2300
Seattle, WA 98104

Phone: 206-442-1636
FAX: 206-442-2201
E-mail: lisa.m.lockman@ice.dhs.gov

Hereinafter referred to as the "Contractor" or "USER".

TERMS AND CONDITIONS

1. **PURPOSE**

The Driver and Plate Search (DAPS) is a system established by DOL that discloses vehicle and driver record information. DAPS is used by law enforcement, 911 communication dispatch centers, courts, government investigators, and other government agencies based on expressed need as permitted by law. This is authorized by state and federal laws governing the release of such information and is obtained in accordance with Revised Code Washington (RCW) chapters 42.56 RCW, 46.12 RCW, 46.52 RCW and Washington Administrative Code (WAC) 308-10 and Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA).

NOTE*- DAPS does not provide the optional mailing address for a registered owner(s) of the vehicle record. The optional mailing is used to mail notifications to the registered owner(s) of vehicles. DAPS only displays the primary residence address, which is not always the address used for notifications to customers and may be different from the optional mailing address.

DAPS is not intended to be used by courts or government agencies having jurisdiction over standing, stopping, parking violations or other infractions, e.g. automated traffic safety cameras, or automated school bus safety cameras to notify the registered owner(S) of a vehicle related to RCW 46.16A.120. To do so may result in the notification not being delivered to the intended recipient, and is at the risk of the Contractor, not DOL.

DOL will not be liable for any inaccuracy that may occur with the information obtained from the vehicle record. Contractor assumes all liabilities for how information is used and with any notifications made to the registered owner(s) of a vehicle using information obtained from the DAPS system.

This Agreement provides the terms and conditions under which such information is provided for inspection and copying of records.

THEREFORE, IT IS MUTUALLY AGREED THAT:

2. **DEFINITIONS**

As used throughout this Agreement, the following terms shall have the meanings set forth below:

2.1 Confidential Information shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW, or other state or federal statutes.

Confidential Information includes, but is not limited to, social security numbers, credit card

information, driver license numbers, personal information, law enforcement records, agency security data, and banking profiles.

2.2 Contractor means the primary agency, firm, provider, organization, individual, agent and/or other entity performing services or accessing the DAPS data system under this contract.

2.3 Data means information contained in the vehicle and driver records provided to Contractor under this Agreement.

2.4 Individually Identifiable Health Information is a subset of health information, including demographic information collected from an individual and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in 45 CFR § 164.501 as currently enacted and subsequently amended or revised.

2.5 Legal Owner -means the following information to include name, address, city, state, and excludes the five (5) digit zip code of the party listed as legal owner of a vehicle.

2.6 Personal Information means information identifiable to any person, including, but not limited to information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56.360, 42.56 RCW, or other state and federal statutes.

2.7 Protected Health Information means Individually Identifiable Health Information that is transmitted by electronic media, or transmitted or maintained in any other form or medium, as set forth in 45 CFR § 164.501, as currently enacted and subsequently amended or revised.

2.8 Subcontractor means one not in the employment of a party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.9 USER means the Contractor, the Contractor employee(s) or agent(s) or authorized entity performing on behalf of the primary Contractor and who will access the DAPS data system.

3. STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for, or incidental to, the exchange of data as set forth in the

- Statement of Work, Attachment A;
 - Budget, Attachment B,
 - Driver and Plate Search (DAPS) Application and Employee List, Attachment C,
 - Driver and Plate Search (DAPS) Appropriate Use Declaration, Attachment D,
 - DOL Data Security Requirements, Attachment E, and
 - Driver and Plate Search (DAPS) Employee List Modification, Attachment F,
- which are attached hereto and incorporated by reference herein.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall begin **on the date of execution, and end on December 31, 2015** unless extended or terminated sooner as provided herein. This Agreement may be extended for periods from one (1) to five (5) years in duration each for a maximum Period of Performance not to exceed fifteen (15) years and is at the exclusive option of the DOL and shall be affected by the DOL giving written notice of extension or renewal to Contractor prior to expiration as provided herein.

Contractor must submit a new DAPS Application and Employee List for yearly and upon request to assist DOL in maintaining a current account of USERS. Prior to an extension or renewal being issued the Contractor must submit a new DAPS Application.

5. PAYMENT and BILLING PROCEDURE

Payment for service(s) shall be in accordance with the *Budget*, Attachment B, attached hereto and incorporated herein. USER agrees to make payment of all fees due under this Agreement before

or concurrent with receiving the information requested, and USER will provide payment with each request for a hard copy of disclosure information.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year; whichever is earlier.

6. **RECORDS, DOCUMENTS**

The Contractor shall maintain books, records, documents and other evidence of data security procedures and practices. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by DOL, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Contract. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for six (6) years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its Subcontractors.

7. **CONFIDENTIALITY**

The use or disclosure by any party of any information concerning the other party for any purpose not directly connected with the administration of responsibilities, with respect to services provided under this Agreement, is prohibited except as otherwise required by law or by prior written consent of the other party. Each party shall maintain as confidential all information concerning study findings and recommendations, as well as the business of the other party, its financial affairs, and relations with its clientele and its employees, and any other information, which may be specifically classified as Confidential Information. To the extent consistent with Washington State law, each party shall maintain all information, which the other party specifies in writing as Confidential Information. Each party shall have an appropriate Agreement with its employees and subcontractors to this effect.

8. **SAFEGUARDING OF CONFIDENTIAL INFORMATION**

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Each Party agrees to comply with all federal and state laws and regulations, regarding data security and electronic data interchange of Confidential Information.

Each party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. Each party shall ensure their directors, officers; employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. Each party and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the other party or as otherwise authorized by law. Each party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. "USER" shall make the Personal Information available to amend as directed by DOL and incorporate any amendments into all the copies maintained by "USER" or its Subcontractors.

USER shall notify the DOL immediately of becoming aware of any unauthorized access, use or disclosure. Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all confidential information.

9. **RIGHTS IN DATA**

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DOL. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

10. **SECURITY OF DATA**

The confidentiality classification of the data determines the handling requirements for this data while it is in motion and at rest. The required protective measures are:

A recent independent security review of DOL's infrastructure recommended that all remote access to DOL's sensitive information be secured with strong authentication and encrypted communications. Given the security experts' recommendation and the sensitivity of the data provided from the DAPS system, DOL believes a strong authentication mechanism is required to positively identify the user of the system irrespective of the network used to access the application. SecureAccess Washington is considered to have this strong authentication mechanism.

Each party shall take due care to protect the shared data from unauthorized physical and electronic access as described in this Agreement.

11. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

12. SUBCONTRACTING

With prior written consent, either party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. This clause does not include contracts of employment between a party and personnel assigned to work under this Agreement. Each party is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

13. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

14. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

15. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

16. TERMINATION OF ACCESS

Each party may at its discretion disqualify an individual authorized by the other party from gaining access to data pursuant to *Driver and Plate Search Application and Employee List*, Attachment C, which is attached hereto and incorporated by reference. Notice of termination of access will be by written notice and become effective upon receipt by the other party. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

17. DISPUTES

In the event that a dispute arises under this Agreement, a Dispute Board shall determine it in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board.

The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

18. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

19. ORDER OF PRECEDENCE

Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington, and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Terms and Conditions set forth in this Agreement;
3. Statement of Work; and any attachments;
4. Any other provisions of the Agreement, including materials incorporated by reference.

20. ASSIGNMENT

The ability of the Contractor to obtain data pursuant to this Agreement shall not be assigned or delegated in whole or in part, except as expressly provided by this Agreement or by the express prior written consent of DOL.

21. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

22. RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with an individual's right to access, amend, and receive an accounting of disclosures of their Confidential Information.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

24. INDEMNIFICATION

Each party to this agreement shall be responsible for its own acts and /or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

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25. **CONTRACT MANAGEMENT**

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager is:	The Contract Manager for DOL is:
Lisa Lockman Department of Homeland Security US Immigration & Customs Enforcement Homeland Security Investigation 1000 2nd Ave, Ste 2300 Seattle, WA 98104 Phone: 206-442-1636 FAX: 206-442-2201 E-Mail: lisa.m.lockman@ice.dhs.gov	Dani Waldron Department of Licensing PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3824 FAX: 360-570-4924 E-Mail: dwaldron@dol.wa.gov

Program Support Communications

All program support communications from the USER to DOL shall be directed through the DOL Client Support, see Program Support section in the Statement of Work, Attachment A, for contact information.

26. **ALL WRITINGS CONTAINED HEREIN**

This Contract including the following attachments:

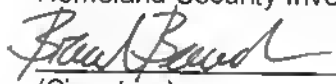
- A = Statement of Work
- B = Budget
- C = Driver and Plate Search (DAPS) Application and Employee List
- D = Driver and Plate Search (DAPS) Appropriate Use Declaration
- E = DOL Data Security Requirements
- F = Driver and Plate Search (DAPS) Employee List Modification


This Contract sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the authority to bind their respective parties to the terms and conditions of this Agreement.

Department of Homeland Security
US Immigration & Customs Enforcement
Homeland Security Investigation

State of Washington
Department of Licensing

 9.20.2013
(Signature) (Date)

 10-08-13
(Signature) (Date)
Lynn Stullick, Administrator
Facilities & Procurement

Brad Bench SAC-HSI
(Print Name)

(Federal Tax ID number or UBI)

ATTACHMENT A
STATEMENT OF WORK

27. **SCOPE**

DAPS is used by the Department of Licensing (DOL) to respond to inquiries and is used to locate a vehicle or driver record when only partial information is available. DOL shall provide the application in a browser environment and is available for search queries 24 hours a day, except during system maintenance.

DOL shall disclose vehicle and driver record information for inspection and hard copying when requested by USER over a secure Internet connection using DOL's DAPS application. Access to DAPS is for secure use by USER and USER's employees only.

The USER will also ensure that they will not share the information or provide screen prints of the DAPS with anyone outside the workplace, and will not use any information for their own purpose and/or benefit. Any use of the application by persons other than employees of the USER or for purposes other than to accomplish the USER's official job functions is grounds for immediate termination of this Agreement as provided herein.

28. **PROGRAM SUPPORT**

The program support liaison for the USER shall be the primary contact for all communications regarding:

- Installation and operations of DAPS;
- Registration process with SecureAccess Washington;
- Troubleshooting issues or problems that occur;
- User acceptance testing for system updates;
- Law enforcement questions;
- Processes for modifying, adding, terminating employees from Employee List and/or general questions;
- Notification of system maintenance

The Program Support for DOL is:
Department of Licensing PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3708 FAX: 360-570-4943 E-Mail: dapscomm@dol.wa.gov Mon- Fri. 8:00am to 5:00pm

USERS Shall:

1. Take all steps necessary to ensure the application is accessible and used only by authorized personnel to accomplish their official job functions.
2. Obtain necessary forms from the DOL website at <http://www.dol.wa.gov/forms> (form numbers 420-201, 420-202, 420-203, 420-205).
3. Notify DOL in writing of employees who are eligible for access to the DAPS system using the *DAPS Application and Employee List* form incorporated herein by reference.
4. Be responsible to immediately notify DOL in writing of any changes to the access eligibility by using the *DAPS Employee List Modification* incorporated herein by reference.

5. Ensure the USER and USER's employees and agents will maintain the confidentiality of vehicle and driver records by:
 - a. protecting their account numbers and passwords;
 - b. regularly changing passwords, by instructing users to change their password every 90 days, as recommended for security enhancement and by using hard to guess passwords; particularly when there are changes in personnel;
 - c. instituting penalties for misuse of data; and
 - d. ensuring that employees are familiar with the provisions of this contract.
6. Have the ability and are responsible to cancel its SecureAccess account.
7. With a written request to DOL, USER may be allowed to obtain hard copies of records:
 - a. Copy of an individual vehicle/ and driver record may be provided as authorized in RCW 46.12.380, RCW 46.52.120 and RCW 46.52.130.
 - b. Lists of individual records may be provided as authorized in RCW 46.12.370 and RCW 42.56.
 - c. NOTE regarding the updating of information:
 - i. Vehicle responses received may contain information that has not been updated for up to 48 hours.
 - ii. Driver responses received may contain information that has not been updated for up to 24 hours.
8. Require USER employees to register with SecureAccess Washington for each employee accessing the DAPS application.
 - USER is provided the following option for access to the DOL DAPS system, SecureAccess Washington (No Fee)
SecureAccess WA is a single sign-on application gateway created by Washington State's Department of Enterprise Services and allows Internet access to multiple online government services with the use of a unique single self-generated User-ID and password.

29. **DESCRIPTION OF DATA**

This Agreement governs the transfer and access to the vehicle and driver records. DOL shall disclose vehicle and driver records for inspection and copying when requested by USER in writing, by telephone, or over the Internet.

Each request for disclosure shall be accompanied by the USER's unique account code assigned by DOL. Costs incurred for records disclosed will be imposed as defined in this Agreement.

30. **DATA SECURITY**

Contractor shall comply with the requirements set forth in the *DOL Data Security Requirements*, Attachment E of this Contract.

31. **DATA CLASSIFICATION DECLARATION**

Data described in this data sharing Agreement is assessed to be in the following data classification:

Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

32. ACCESS TO DATA

Method of Access/Transfer

The data shall be provided by the DOL using SecureAccess Washington.

Frequency of Data Exchange

Repetitive: Continual as needed basis.

Authorized Access to Data

Access to "Confidential" or "Restricted Confidential" information is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the USER shall notify all staff with access to the data of the use and disclosure requirements.

USER will be responsible for ensuring that all employees obtaining access to the DAPS application have reviewed this contract and signed the *DAPS Appropriate Use Declaration* form incorporated herein by reference. This form will be kept on file at the USER's location.

33. TERMINATION OF ACCESS

Either party may at its discretion disqualify an individual authorized by the Agency from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt, and a copy of such notice shall be provided to DOL. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

34. USE OF DATA

The data provided by DOL shall be used and accessed by USER only for the limited purposes of carrying out activities pursuant to this Agreement as described in USER'S application for access submitted prior to issuance of this Agreement and incorporated by reference herein. The data shall not be duplicated or redisclosed without prior written authority of DOL. USER or USER employees shall not use the data provided for any purpose not specifically authorized under this Agreement.

35. PROHIBITED USE OF DATA

1. USER shall not furnish to any person, association, or organization any of the information, or part thereof or provide a screen print obtained from DOL. All exceptions to the above must be pre-approved in writing by the Director of DOL, or the Director's designee, setting out any limitations or conditions to which the approval is subject. Such written approval must be granted by the DOL prior to the requested use of, or release of, the information that is subject to the exception.
2. The personal use of information is strictly prohibited.
3. The sale or other distribution of vehicle, owner name or address or driver name or address to another person is in violation of this Agreement. This subsection shall not prevent USER from requesting additional specific exceptions from this section from DOL, subject to prior written approval of, and any conditions imposed by, DOL. No exceptions shall be valid unless approved in writing by the Director of DOL or his/her designated designee, accompanied by a statement of conditions, if any, imposed on such approval, prior to the intended use of the information that is the subject of the exception.
4. In the absence of actual delivery to and receipt by either party by mail or other means at an earlier date and/or time notice of termination shall be conclusively deemed to have been delivered to, and received by, the other party as of midnight of the third day following the date of its posting in the United States mail, addressed as provided herein.

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ATTACHMENT B
BUDGET

36. COST PER RECORD

1. HARD COPIES:

When DOL is requested to provide hard copies of records to USER, USER agrees to pay DOL a fee covering DOL's direct cost for copying records, not to exceed fifteen cents (\$.15) for each photocopy, seventy-five cents (\$.75) for each copy of microfiche or imaged document, plus delivery costs.

2. CERTIFICATION:

When copies of records are requested, USER agrees to pay DOL a fee of one dollar and fifty cents (\$1.50) for each certification affixed to any print or photocopy, plus delivery costs.

3. COMPUTER-GENERATED LISTS:


USER agrees to pay DOL a fee covering DOL's direct cost for computer-generated lists. The fee for each request shall be agreed upon prior to DOL disclosing the information.

DOL maintains the right to increase or decrease the fees for rendering service under this Agreement. Any amendment to the fees shall be subject to a change in the Agreement as provided herein.

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ATTACHMENT C

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**WASHINGTON STATE DEPARTMENT OF LICENSING**

**Driver and Plate Search (DAPS)
Application Employee List**

We received your request for access to the DAPS system. Use this form to list the employees requiring DAPS access.
Submit the completed form to:

Client Support
Department of Licensing
PO Box 2076
Olympia, WA 98507-2076

Email: dapscomm@dol.wa.gov
Fax: (360) 570-4943

Agency name		
Agency address		
City	State	ZIP code
Print name of contact		(Area code) Contact telephone number
Contact signature		Date
<input checked="" type="checkbox"/> When completed, print this out and contact signs here.		

Print each employee name.

Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
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Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
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Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
Employee name	Employee name


For office use only	
Agency account number	

TD-420-203 (R/S 12/11)WA

We are committed to providing equal access to our services.
If you need accommodation, please call (360) 902-3706 or TTY (360) 664-0116.

ATTACHMENT D

Click here to START or CLEAR, then hit the TAB button



**WASHINGTON STATE DEPARTMENT OF
LICENSING**

Driver and Plate Search (DAPS) Appropriate Use Declaration

All DAPS users must sign this form. Keep a signed copy of this declaration on file in your office – do not return to Department of Licensing.

DAPS users will:

- 1) Ensure the confidentiality and privacy of the information accessed.
- 2) Only use the information to accomplish official job duties.

DAPS users will not:

- 1) Share the information with any unauthorized person.
- 2) Use the information for personal reasons or benefit.

Misuse of DAPS information is a felony and is punishable by fine and/or imprisonment. RCW 46.12.640

I reviewed the Interagency Agreement with my supervisor and understand the expectations for using DAPS.

<hr/> <small>Print employee name</small>	<hr/> <small>Employee serial/badge number</small>		
	<input checked="" type="checkbox"/> <small>When completed, print this out and employee signs and dates here</small>		
	<table border="0" style="width: 100%;"><tr><td style="width: 60%;"><hr/><small>Employee signature</small></td><td style="width: 40%;"><hr/><small>Date</small></td></tr></table>	<hr/> <small>Employee signature</small>	<hr/> <small>Date</small>
<hr/> <small>Employee signature</small>	<hr/> <small>Date</small>		
	<input checked="" type="checkbox"/> <small>Supervisor signs and dates here</small>		
<hr/> <small>Print supervisor name</small>	<table border="0" style="width: 100%;"><tr><td style="width: 60%;"><hr/><small>Supervisor signature</small></td><td style="width: 40%;"><hr/><small>Date</small></td></tr></table>	<hr/> <small>Supervisor signature</small>	<hr/> <small>Date</small>
<hr/> <small>Supervisor signature</small>	<hr/> <small>Date</small>		

SAMPLE

TD-420-202 (R/2/12)WA

We are committed to providing equal access to our services.
If you need accommodation, please call (360) 902-3708 or TTY (360) 654-D116.

ATTACHMENT E
DEPARTMENT OF LICENSING (DOL)
DATA SECURITY REQUIREMENTS

37. DATA SECURITY REQUIREMENTS

38. Data Classification

DOL classifies data into 4 Categories:

Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law may include but is not limited to:

- Personal information about individuals, regardless of how that information is obtained.
- Information concerning employee personnel records.
- Information regarding IT infrastructure and security of computer and telecommunications systems.

Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

39. Network Security

Contractor agrees to maintain network security that conforms to generally recognized industry standards and best practices (See Section 49 *Industry Standards*) and apply these standards to their own network. At a minimum, Contractor's network security must include the following:

- a) Network firewall provisioning
- b) Intrusion detection
- c) Quarterly vulnerability assessments
- d) Annual penetration tests (when data is Category 3 or above)

40. Application Security

Contractor agrees at all times to provide, maintain and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure from those vulnerabilities as described in:

- a) The Open Web Application Security Project's (OWASP) "Top Ten Project"—
<http://www.owasp.org>;
- b) The CWE/SANS Top 25 Programming Errors—<http://cwe.mitre.org/top25/> or
<http://www.sans.org/top25-programming-errors/>.

41. Data Security

Contractor agrees to preserve the confidentiality, integrity and accessibility of DOL data with administrative, technical and physical measures that conform to generally recognized industry standards (see Section 49 *Industry Standards*) and best practices that Contractor then applies to its own processing environment.

42. Data Storage

Contractor agrees that any and all DOL data will be stored, processed, and maintained solely on designated target servers and that no DOL data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium.

43. Data Transmission

Contractor agrees that any and all electronic transmission or exchange of system and application data with DOL and/or any other parties expressly designated by DOL shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with Section 45 *Distribution of Data*.

44. Data Encryption

Contractor agrees that any and all DOL data, in transit or at rest, defined as Category 3 or above, be encrypted using only NIST or ISO approved encryption algorithms. Encryption keys shall have strength of at least 112 equivalent bit strength:

- a) Symmetric encryption, minimum 128-bit key
- b) Asymmetric encryption, minimum 2048-bit key

45. Distribution of Data

Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Contract and this Attachment. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no DOL data of any kind shall be transmitted, exchanged or otherwise passed to other contractors/vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by DOL.

46. Disposition of Data

Unless otherwise specified in the Contract, Contractor agrees that upon termination of this Contract it shall erase, destroy, and render unrecoverable all DOL data and certify in writing that these actions have been completed within 30 days of the termination of this Contract or within 7 days of the request of an agent of DOL, whichever shall come first. At a minimum, media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP 800-88, Appendix A—<http://csrc.nist.gov/>.

47. Security Breach Notification

Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of DOL data or other event requiring notification. In the event of a breach of any of Contractor's security obligations, or other event requiring notification under applicable law, Contractor agrees to the following:

- a) Notify DOL by telephone and e-mail of such an event within 24 hours of discovery:
DOL Help Desk, phone: (360) 902-0111; email: hlbhelp@dol.wa.gov.
- b) Assume responsibility for informing all such individuals in accordance with applicable state and federal laws.
- c) Indemnify, hold harmless and defend DOL and its trustees, officers, and employees from and against any claims, damages, or other harm related to such notification event.
- d) Mitigate the risk of loss and comply with any notification or other requirements imposed by law and implement any reasonable requirements from DOL that will mitigate future risk of loss.

48. **Access to Data**

Access to the data will be restricted to authorized users by requiring a logon using a unique user ID and complex password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. Further, passwords must be changed on a periodic basis. Password complexity and changing of passwords shall conform to generally recognized industry standards (see Section 49 *Industry Standards*) and best practices.


49. **Industry Standards**

As a minimum standard, Contractor agrees to ensure information security in accordance with the current standards set forth in ISO/IEC 27000-series with an emphasis in ISO/IEC 27002
<http://www.27000.org/index.htm>

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ATTACHMENT F

Click here to START or CLEAR, then hit the TAB button



WASHINGTON STATE DEPARTMENT OF LICENSING

Driver And Plate Search (DAPS) Employee List Modification

Use this form to add, remove, or update user information for the DAPS system. Submit completed form to:

Client Support
Department of Licensing
PO Box 2076
Olympia, WA 98507-2076
Email: dapscomm@dol.wa.gov
Fax: (360) 570-4943

DAPS account number		
Agency name		
Agency address		
City	State	ZIP code
Contact name (printed)	Contact (area code) telephone number	

Add user – New employees must register with SecureAccess Washington at <http://secureaccess.wa.gov>
Print each employee name.

Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
Employee name	Employee name

Remove user
Print each employee name.

Employee name	Employee name
Employee name	Employee name
Employee name	Employee name
Employee name	Employee name

Update user information
Print each employee name.

Current employee name
Updated employee name
Current employee name
Updated employee name

X
Signature of contact

Contact: When completed, print this out and sign and date here
Effective date

TD-420-205 (4/5/12)WA

We are committed to providing equal access to our services.
If you need accommodation, please call (360) 902-3708 or TTY (360) 664-0116

Driver And Plate Search (DAPS) Access Application

Use this form to request access for your agency to the DAPS system. The application should be completed by your office contact. Submit the completed application and documents that identify the office contact as an employee of your agency (examples: employee ID, credentials, badge, etc.) to:

Client Support
Department of Licensing
PO Box 2076
Olympia, WA 98507-2076

Email: dapscomm@dol.wa.gov
Fax: (360) 570-4943

RECEIVED

Rec
SEP 30 2013 *JD*

DOL CLIENT SUPPORT

Agency name U.S. Immigration and Customs Enforcement (ICE)		
Office name and location Homeland Security Investigations (HSI)		
Office mailing address 1000 2nd Ave., Suite 2300		
City Seattle	State WA	ZIP code 98104
Office contact name Lisa M. Lockman		Office contact title Administrative Officer
Office contact email lisa.m.lockman@ice.dhs.gov	Office contact (area code) telephone number (206) 442-1636	Office contact (area code) fax number (206) 442-2201
<p>Explain in detail why you need driver and vehicle record information</p> <p>As a federal law enforcement agency, Homeland Security Investigations relies on driver and vehicle record information obtained in the Washington State Department of Licensing DAPS system to further its investigations. Records are accessed for legitimate law enforcement purposes.</p>		
<p>Will you disclose the information to third parties? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes", to whom and why? Be specific.</p> <p>Yes, information will be released to federal and state prosecutors or other law enforcement partners for the purpose of fulfilling law enforcement duties.</p>		

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

09/20/2013, HSI Seattle, WA

Date and place signed

X

Signature of office contact

For office use only

Date received 10/1/2014

Action taken: ☒ Approved ☐ Denied

DSHS - Child support enforcement

☐ Yes ☒ No

X

Signature of reviewer